



Staff Report

Agenda Item: **MEMORANDUM OF UNDERSTANDING REGARDING THE VERDE VALLEY REGIONAL TRAILS CONCEPT PLAN –**
Discussion and consideration of a Memorandum of Understanding with the Town of Camp Verde, the City of Cottonwood, the Town of Jerome, the City of Sedona, and Yavapai County for the purpose of supporting the Verde Valley Regional Trails Concept Plan.

Staff Contact: Dawn Norman, Community Services Supervisor

Meeting Date: December 14, 2010

Background: In 2004, the Cocopai Resource Conservation and Development Agency convened a group to help create a Trail Master Plan for the region. The Cocopai Verde Valley Trails Partnership Action Team was created and consisted of leading trail advocates and agency representatives from the Verde Valley. The initial efforts of the group were directed towards collecting GPS data for all existing trails to create a base map for the region.

On November 20, 2006, the Yavapai County Board of Supervisors adopted the Verde Valley Regional Land Use Plan. In this plan, there was a list of transportation issues that needed to be addressed in regards to trails. This need prompted the Cocopai Verde Valley Trails Partnership Action Team to take action on the concept of a regional trails plan.

In 2007, the Cocopai Verde Valley Trails Partnership Action Team proposed to each of the Verde Valley cities and towns to collaborate regionally to create a regional trail plan. Each city and town agreed upon a resolution that gave 18 months to complete this project. The Town of Clarkdale adopted Resolution No. 1220 on March 13, 2007. The Resolution outlined the following for inclusion in the plan:

- A. Identification of planning area and inventory of existing trail facilities, trail plans, adopted policies, system maps, and related program information.
- B. Identification of user data characteristics, user groups and related agencies.
- C. Trail facility development guidelines.
- D. Trail education, publicity and advocacy programs.
- E. Trail funding strategies and opportunities.
- F. Inter-agency coordination and management programs and procedures.
- G. Implementation strategies.

H. Other trail information as necessary to address the development of plan.

Yavapai County hired a Coordinator who would oversee the Verde Valley Regional Trails Plan project and work group. The work group started meeting in January of 2008 and held meetings monthly. Mid-way through the project the Coordinator resigned from Yavapai County. After his exit all of the work previously performed by the work group could not be located or recovered. The work group then had to reconstruct the progress previously accomplished in addition to the work needing to be performed in order to achieve the completion of the project. The deadline expired in June of 2009 but the group continued meeting to finalize the trails plan.

This regional trail concept plan defines a long-range vision for how trails and open space networks could fit into the future vision for the Verde Valley and serves as a resource tool and guide. This comprehensive approach supports the idea of trail systems as a basic and standard component of the land use framework at both the regional and local scales. In addition, the plan incorporates all items identified in Resolution No. 1220 and will serve as a great resource for providing detailed information on planning, designing, engineering, funding, managing, maintaining and otherwise integrating great trail systems into our communities.

The goals of the Verde Valley Regional Trails Concept Plan are:

1. **CONNECTIVITY**: To promote connectivity between public lands, incorporated cities and towns, and un-incorporated communities in the Verde Valley to create a valley-wide, shared use, non-motorized trail system that is safe and enjoyable for all who visit and recreate.
2. **RESOURCES**: Provide resources for grant funding or other possible funding resources for trail development.
3. **COLLABORATION**: To build collaboration between the different jurisdictions in the Verde Valley; which is vital to the success of a regional trail system.
4. **TECHNICAL ASSISTANCE**: Provide technical assistance to map potential trail connections and proposed corridors for future trail planning efforts.
5. **PUBLIC INFORMATION AND SUPPORT BUILDING TOOL**: Serve as a public information and support building tool for efforts by the public land departments, cities and towns, and Yavapai County.

The Parks and Recreation Commission have reviewed the Verde Valley Regional Trails Concept Plan and Memorandum of Understanding presented for consideration today and are recommending that the Council approve the Memorandum of Understanding for the purpose of supporting the Verde Valley Regional Trails Concept Plan.

Recommendation: Approval of the Memorandum of Understanding with the Town of Camp Verde, the City of Cottonwood, the Town of Jerome, the City of Sedona, and Yavapai County for the purpose of supporting the Verde Valley Regional Trails Concept Plan.

MEMORANDUM OF UNDERSTANDING

Regarding the Verde Valley Regional Trails Concept Plan

This Memorandum of Understanding (MOU) is entered into between the Town of Camp Verde, the Town of Clarkdale, the City of Cottonwood, the Town of Jerome, the City of Sedona, and Yavapai County, for the purpose of supporting the objectives of improving non-motorized trails and trail facilities in the Verde Valley region of Arizona, as generally expressed in the Verde Valley Regional Trails Concept Plan. Support for interagency cooperation is also recognized between these jurisdictions and other local, state and federal land management agencies, including but not limited to, Arizona State Parks, United States Forest Service, and National Park Service.

In consideration of the mutual agreements expressed herein, it is hereby agreed as follows:

I. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to encourage a voluntary association of jurisdictions and agencies to work together for the improvement of non-motorized trails and trails-related programs throughout the Verde Valley region of Arizona. For the purposes of this Agreement, trail development includes planning, design, enhancements, construction, interpretation, preservation, management and maintenance. Representatives of Local, State and Federal agencies, including elected officials, staff members, volunteers and others working together for mutual benefit will be able to better manage this rich heritage of non-motorized trails, in ways that will support the objectives of healthy natural environments, strong economies and sustainable communities. The signatories agree to support the development of trail opportunities within the mandates of the applicable jurisdictions. They share a vision that community trails should be readily accessible throughout the region in a manner that addresses public needs and desires, as well as relevant environmental, economic, and social considerations. This MOU encourages that the signatories participate on a voluntary basis, to the extent permitted by law, with the implementation of trails and trail-related programs in the Verde Valley for the benefit of all.

II. PARTIES:

The parties to whom this MOU shall apply shall be identified by the signatures attached herein, which shall include the Town of Camp Verde, the Town of Clarkdale, the City of Cottonwood, the Town of Jerome, the City of Sedona, and Yavapai County.

III. RESPONSIBILITIES OF THE PARTIES:

The parties to this MOU agree to cooperate in accomplishing the purpose and goals of the Verde Valley Regional Trails Plan including, but not limited to, the following principles:

1. Support efforts to work together to foster broad collaboration in the development of non-motorized trails within their communities and throughout the region.
2. Identify existing trail opportunities and support efforts to implement the goals.
3. Identify contact person or persons within agencies for trail-related matters.
4. Where applicable, develop and provide informational materials to the public to further the goals of the Regional Trails Plan.
5. Support public input and involvement with the ongoing planning and development of trails in each community and throughout the region.
6. Support volunteer involvement with trail issues, including planning, design, construction, management and maintenance of trails.
7. Increase opportunities for access to trails for persons with disabilities.
8. Work to raise the visibility, awareness, appreciation, and support of trails in all communities throughout the region.

IV. GENERAL PROVISIONS:

1. **Additional Signatories.** Additional agencies may be added to this MOU with the concurrence of all the parties to the MOU. Concurrence may be given in writing, including e-mail; or by vote of the parties at a meeting of authorized representatives of the parties. When accepted, the addition of a new jurisdiction or agency will be effected by attaching to the MOU a signature page with the Agency representative's dated signature.
2. **Amendments.** This MOU may be modified or amended upon written request of any party to the MOU and with the concurrence of all the parties to the MOU. Concurrence may be given in writing, including by e-mail; or by vote of the parties at a meeting of authorized representatives of the parties. If approved, the modification or amendment will be affected by attaching the document with the change, including the date of the approval, to the MOU.
3. **Non-Fund Obligating and Non-Binding Document.** This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between parties to the MOU will be handled in accordance with applicable laws, regulations, and procedures. This Agreement does not provide such authority. This MOU does not obligate any party to spend funds on a particular project or purpose at any time.
4. **No Right of Action.** This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity, by a party against any agency or any person.
5. **Participation in Similar Activities.** This Agreement in no way restricts any signatory from participating in similar activities with any other public or private agencies, organizations, and individuals.

V. INDEMNIFICATION:

All parties to the MOU agree to hold harmless and indemnify all other parties, and their employees or representatives with regards to this MOU.

VI. LIABILITY:

This is not a legally binding or enforceable agreement. The matters covered in this memorandum are intended only to trail conditions in the Verde Valley and are not intended to create any right or benefit, substantive or procedural, enforceable at law by a party against any agency, jurisdiction, organization, or any party to this agreement, or any person.

VII. TERMS:

The term of this MOU shall be ongoing or until such time as the parties agree to amend, replace or dissolve the agreement or the instrument to which it pertains. This agreement may be amended at any time by unanimous consent of the parties. Any party to this MOU may officially terminate their involvement in the instrument in whole, or in part, without cause, at any time by submitting a written notice of termination to all parties.

VIII. LIMITATIONS:


Nothing in this MOU shall be construed as limiting or affecting the legal authorities or decision-making of any of the parties to this MOU, or require expenditure of any funds or any specific actions by any party. Nothing in this Agreement abrogates the responsibility of any jurisdiction or land managing agency to manage its trail resources according to the agency's governing laws, rules, and regulations. Any party to this MOU may withdraw its participation in the implementation of this plan at any time at their discretion.

IX. FUNDING:

Each party is responsible for their own expenses associated with this plan. Any agreements or partnerships established between any parties related to funding shall be a matter between those parties solely.

X. SIGNATURES:

The Parties hereto have executed this MOU on the dates shown below:

<u>Agency</u>	<u>Signature</u>	<u>Date</u>
Town of Clarkdale	_____	_____
	<i>Mayor</i>	
		<i>11-22-10</i>
	<i>Attorney</i>	
	_____	_____
	<i>Clerk</i>	